

1
2
3
4
5
6
7
8

BEFORE THE COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
SURREBUTTAL TESTIMONY OF JOHN B. COLEMAN
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.
AND TCG OHIO, INC.
CASE NO. 2001-105
August 20, 2001

9 **Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS AND YOUR**
10 **POSITION.**

11 A. My name is John B. Coleman. My business address is 108 Inverness Drive West,
12 Englewood, Colorado, 80112. I am Vice President for Operations, AT&T
13 Broadband Cable Affiliates Services Division, within AT&T Broadband, an
14 operating division of AT&T Corporation (collectively referred to as "AT&T").

15 **Q. DID YOU PREVIOUSLY FILE TESTIMONY IN THIS PROCEEDING?**

16 A. Yes. I have previously filed rebuttal testimony in this proceeding on July 9, 2001.

17 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?**

18 A. The purpose of my surrebuttal testimony is to respond to portions of the testimony
19 filed by Messrs. Ken L. Ainsworth and W. Keith Milner on behalf of BellSouth
20 Telecommunications, Inc. ("BellSouth") on July 30, 2001.

1 **Q. ON PAGES 2-3 OF MR. MILNER'S TESTIMONY, HE STATES THAT**
2 **BELLSOUTH HAS PROVISIONED INTERCONNECTION "IN A MANNER**
3 **THAT IS COMPLETELY ON PAR WITH THAT PROVIDED FOR**
4 **BELLSOUTH'S RETAIL OPERATIONS." DO YOU AGREE?**

5 A. No. As explained in my previous testimony filed on July 9, 2001, BellSouth's
6 provisioning of interconnection has harmed AT&T's ability to compete in the
7 local Kentucky market because such interconnection is plagued with a series of
8 problems impacting AT&T customers. BellSouth caused AT&T customers to
9 endure dead air problems for more than two weeks, BellSouth's process for
10 provisioning LNP is deficient, and BellSouth has unilaterally, on one day's notice,
11 changed scheduled appointments for AT&T customers.

12

13 Almost as significant as the impact on the customers is the manner in which
14 BellSouth has addressed the problems when AT&T has raised them. Just as Mr.
15 Ainsworth and Mr. Milner have done in their testimony, BellSouth's operational
16 personnel deny any responsibility when problems occur and force AT&T to clear
17 numerous, unnecessary hurdles in resolving problems. BellSouth's approach
18 unnecessarily delays resolution of the problem, often while AT&T's customers
19 suffer service problems.

20

21 **Q. ON PAGES 3-5 OF MR. MILNER'S TESTIMONY, BELLSOUTH**
22 **ASSERTS THAT IT RESOLVED THE "DEAD AIR" ISSUE WITHIN A**
23 **DAY. IS MR. MILNER CORRECT?**

24

25 A. No, Mr. Milner is not correct. AT&T customers experienced "dead air" problems
26 for nearly two weeks. Although AT&T first notified BellSouth of the problem on

1 March 23, BellSouth did not identify and correct the faulty TI card in its network
2 until April 4.

3

4 **Q. WAS THE FIRST TROUBLE TICKET DEFICIENT AS MR. MILNER**
5 **ASSERTS?**

6

7 A. No. On March 23, 2001, AT&T issued its first trouble ticket to BellSouth
8 requesting assistance with the “dead air” problems experienced by AT&T’s
9 customers. Instead of reviewing its own network to assist AT&T in identifying
10 the cause of the dead air, BellSouth insisted it was AT&T’s problem. Mr. Milner
11 claims that AT&T’s first trouble ticket (No. KI015929) was somehow insufficient
12 to mobilize BellSouth’s cooperation in resolving the “dead air” problems. Mr.
13 Milner further suggests that BellSouth did not have any responsibility to
14 cooperate because AT&T did not identify the precise trunk group or tandem
15 location in BellSouth’s network from which the “dead air” problems originated.
16 That is, BellSouth faults AT&T for not finding BellSouth’s network failure for
17 BellSouth. In reality, without BellSouth’s cooperation, AT&T does not have
18 visibility into BellSouth’s network to identify the cause or location of any
19 BellSouth network failures (i.e., line tracing, etc.)

20

21 **Q. DID AT&T AGREE TO CLOSE THE MARCH 23 TROUBLE TICKET AS**
22 **MR. MILNER ASSERTS?**

23 A. No, on March 23, AT&T identified an unrelated problem relating to “installation
24 busy” trunks and fixed that problem. AT&T, however, advised BellSouth that the
25 resolution of that issue did not impact the “dead air” problem and AT&T did not

1 concur in the closing of the March 23 ticket. BellSouth unilaterally chose to close
2 the trouble ticket.

3
4 **Q. IS MR. MILNER CORRECT WHEN HE STATES THAT BELLSOUTH**
5 **COOPERATED WITH AT&T?**

6 A. No. Over the next two weeks after BellSouth closed the trouble ticket without
7 AT&T's concurrence, BellSouth kept insisting that the problem was in AT&T's
8 network. BellSouth insisted its routing was working and told AT&T that AT&T
9 might have an inside wiring problem. Finally, on April 3, 2001, BellSouth agreed
10 to cooperate in determining the cause of the "dead air" problems only after AT&T
11 reissued a second trouble ticket (No. K1016185) and confirmed to BellSouth,
12 after extensive investigation, that the problems were not originating on AT&T's
13 network. Suddenly, BellSouth was able to find the problem in its network -- a
14 faulty T1 card -- in a few hours.

15
16 **Q. ONCE BELLSOUTH ADMITTED THE PROBLEM WAS IN ITS**
17 **NETWORK, DID BELLSOUTH PROMPTLY CORRECT THE**
18 **PROBLEM AS MR. MILNER SUGGESTS?**

19 A. No. BellSouth continued to make it difficult for AT&T. In the evening of
20 April 3, 2001, AT&T was ready to assist BellSouth in making the repair.
21 BellSouth, however, advised AT&T that they could not do the work without a
22 "call out" that was expected to delay the effort for many hours and required
23 "overtime" authorization. Left with little alternative, AT&T agreed to be
24 available in the morning of April 4, 2001 for the repair once a BellSouth
25 technician could be located. On April 4, 2001, after another hour of delay,

1 BellSouth eventually located a technician capable of repairing the faulty T1 card
2 in its network. Such necessary repairs to BellSouth's network to restore service to
3 AT&T customers occurred a total of 13 days after AT&T notified BellSouth of
4 the "dead air" problem in its first trouble ticket, hardly "prompt service" by any
5 standard.

6 **Q. HOW DOES THIS ISSUE IMPACT BELLSOUTH'S REQUEST FOR**
7 **SECTION 271 APPROVAL?**

8 A. The problem and BellSouth's approach to resolving it reveal that BellSouth is not
9 opening its market to competition. As a responsible wholesaler, BellSouth should
10 have investigated its own network immediately on March 23 when it received the
11 first trouble ticket. Instead, BellSouth forced AT&T to spend two weeks
12 investigating its network for nonexistent problems. When BellSouth finally
13 agreed to check its own network after submission of a second trouble ticket on
14 April 3, BellSouth found the problem in its network in a matter of hours. That
15 investigation and resolution of the problem for the customers experiencing dead
16 air could have occurred two weeks earlier. AT&T's experience suggests that
17 BellSouth is more interested in competing with CLECs than in providing
18 nondiscriminatory service to its CLEC customers.

19 **Q. ON PAGES 4-5 OF MR. AINSWORTH'S TESTIMONY AND PAGES 13-**
20 **14, 26 AND 28 OF MR. MILNER'S TESTIMONY, BELLSOUTH**
21 **ATTEMPTS TO DISAVOW ANY RESPONSIBILITY FOR ANY NUMBER**
22 **PORTABILITY PROBLEMS BASED UPON INCORRECT OCN DATA**
23 **PROVIDED BY AT&T TO THE NPAC DATABASE. COULD YOU**
24 **ADDRESS THIS?**

1 A: Yes. Not surprisingly, BellSouth here too tries to place all of the blame on
2 AT&T. AT&T does not dispute that for certain orders AT&T submitted different
3 operating company numbers (“OCN’s”) to the NPAC database than it submitted
4 to BellSouth. BellSouth’s rush to blame all of its number portability problems on
5 this issue, however, is inappropriate. AT&T is attempting to work with BellSouth
6 to obtain information to determine why some orders were impacted when others
7 were not, the fate of other orders that were not impacted by the OCN issue, and
8 other factors impacting BellSouth’s ability to provision number portability.
9 BellSouth’s summary dismissal of AT&T’s number portability concerns,
10 however, should not be accepted by this Commission. AT&T’s number
11 portability concerns are not “little niggle[s].”

12 **Q. ON PAGES 5-6 OF MR. AINSWORTH’S TESTIMONY, HE ATTEMPTS**
13 **TO EXPLAIN THE CIRCUMSTANCES SURROUNDING BELL SOUTH’S**
14 **DELAY IN SERVICE FOR ORDERS SCHEDULED FOR SATURDAY,**
15 **JUNE 19, 2001. DOES MR. AINSWORTH’S TESTIMONY ON THIS**
16 **DELAY IN SERVICE ISSUE RESOLVE YOUR CONCERNS?**

17
18 A. No. BellSouth denied AT&T the ability to complete the porting process and
19 initiate services for its customers as scheduled for Saturday, June 9, 2001.
20 Further, BellSouth provided AT&T with no information regarding when
21 BellSouth would be able to reschedule the porting process for AT&T’s customers.
22 BellSouth’s failure required AT&T to cancel scheduled appointments on less than
23 24 hours notice and rendered AT&T unable to provide its affected customers with
24 a firm date when their service could be initiated.

25
26 Further, Mr. Ainsworth’s excuse of emergency maintenance on its systems does

1 not on its face justify the cancellation of the appointments. BellSouth states that it
2 provided CLECs notice on Friday, June 8, 2001 that BellSouth's LNP Gateway
3 would be inoperable overnight, from June 8, 2001 at 7:00PM to June 9, 2001 at
4 9:00 AM EDT, due to Emergency Maintenance. An overnight outage of systems
5 that were available again by 9:00 A.M. on the day AT&T's customer
6 appointments were scheduled does not justify the cancellation of all appointments
7 on that day. BellSouth knows that the ability to schedule Saturday appointments
8 is important to AT&T yet BellSouth has not adequately explained the
9 cancellations nor taken steps to ensure that similar cancellations less than 24
10 hours before the appointment will not occur again. BellSouth is further aware that
11 because this is AT&T's initial entry into this market, any perceived inability to
12 perform Saturday installations for our customers can be damaging to our image as
13 a new competitive local service provider.

14 **Q. WHAT IS YOUR MAIN CONCERN REGARDING BELLSOUTH'S**
15 **EFFECT ON AT&T'S ABILITY TO COMPETE IN KENTUCKY?**

16 A. My main concern is that BellSouth will continue to hinder AT&T's ability to
17 provide quality competitive service to Kentucky customers by remaining
18 uncooperative concerning the resolution of various issues as they arise, including
19 customer impacting service problems. Although AT&T is attempting to compete
20 over its own facilities, AT&T must still interconnect to BellSouth's network and
21 rely on BellSouth's local number portability to provide quality competitive
22 service to Kentucky customers. Without BellSouth's cooperation in resolving
23 issues that arise in these areas AT&T's entrance into the Kentucky market will be
24 hampered because customers will be less likely to stay with AT&T if BellSouth
25 does not cooperate with AT&T to quickly address problems impacting customers
26 as they occur.

1 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2 **A. Yes, it does.**